

Field of Dreams

Rental Agreement

It is important that you read and understand the terms of this contract.

THIS AGREEMENT is entered into on _____, **BETWEEN** the
the Town of Bluffton (hereinafter referred to as the Town) and, _____
_____ (hereinafter referred to as **LESSEE**)

for the use of the Field of Dreams (hereinafter referred to as the Field).

WHEREAS, the Town owns the Field and Lessee desires to rent same in accordance with the terms expressed herein.

NOW, THEREFORE, for due and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are incorporated herein.
2. **POLICIES, RULES AND REGULATIONS.** **LESSEE**, by virtue of signing this contract, agrees to abide by all Town of Bluffton policies, and all rules and regulations governing the use of the Field.
3. **TERM.** The **LESSEE** agrees to rent from the Town, the Field on the date of _____ for a period of _____ hours beginning at _____ AM/PM and ending at** _____ AM/PM. ****Event must end by 8 PM**** _____
4. **RENT.** The rental fee is **\$100.00** for the first 4 hours; or **\$150.00** for the day rate. Payment may be in the form of cash, Cashier's Check or Money Order (made payable to "The Town of Bluffton"). Payment in full must accompany the return of this signed contract to ensure reserved space. **PLEASE NOTE: We cannot guarantee your event reservation until all necessary paperwork has been properly completed and payment has been secured.**
5. **SECURITY DEPOSIT.** Upon the signing of this contract, **LESSEE** shall submit a security deposit of **\$150.00** in the form of cash, Cashier's Check or Money Order (made payable to *The Town of Bluffton*). No personal checks will be accepted. Security Deposit must be paid one week prior to the event. Failure to properly dispose of trash, and return field to the condition it was rented, will result in forfeiture of security deposit. _____(Initials)
6. **USE OF PREMISES.** The **LESSEE** shall use the Field for temporary private recreational purposes or any other activity allowed by law. In the event of a fund raiser or special event is permitted on the Field a site map must be provided to the Town, one month prior to said event. _____(Initials)
7. **INDEMNIFICATION.** The Lessee shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs,

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claims, losses, expenses, and/or damages in any way associated with the use of the Field by Lessee, its guests, licensees, and/or invitees. _____(Initials)

8. DAMAGE TO PREMISES. LESSEE agrees to pay to the Town of Bluffton the cost of replacing and/or repairing any property or equipment damaged by LESSEE or LESSEE's guest during the use of the RCC. Any damage shall be deducted from the security deposit. If damages exceed the security deposit, the Lessee shall be responsible for the full extent of damages. _____(Initials)

9. VACATING THE PREMISES. At the conclusion of the event, LESSEE agrees to do the following:

- _____ Remove all personal items brought to the field for the event, including all decorations, canopies, chairs and furniture.
- _____ Remove all trash and dispose of in dumpsters at the Community Center (please close and secure gates after disposing of trash).
- _____ Remove all the event's items from the field.
- _____ Lessee shall provide trash can liners/trash bags. It is permitted to use the trash bins located on the back steps of the Community Center, however bins must be returned to the Center (fenced in area).
- _____ Empty all trash cans and place all trash in dumpster at Community Center building. (LESSEE's cleaning fee does not include trash removal.)
- _____ Fill in and pack all holes made by tent stakes on field.

10. REMOVAL OF LAWN FURNITURE OR CANOPY EQUIPMENT. Any extra furniture or equipment brought to the Field must be removed after the event. The Town is not responsible for any rental furniture or equipment left on the field overnight. _____(Initials)

11. REFUND OF SECURITY DEPOSIT. A full refund of the deposit will be given if the Field is left in the same or better condition as when LESSEE rented the Field. If damage to the Field is greater than the deposit, the LESSEE agrees to pay for said damage within 24-hours of being presented an invoice for the balance of the damage. _____(Initials)

12. SECURITY DEPOSIT. Refund of the security deposit will be mailed to the Lessee home/business address. *(Please note: The security deposit refund may take up to two weeks. The security deposit refund will be mailed to the name and address of LESSEE given on application.)*

13. CANCELLATION POLICY. A two-week notice must be given for cancellation of a scheduled event by LESSEE in order to receive a full refund of the rental fee paid. If cancellation of event is made 4 to 13 days prior to the scheduled event, LESSEE will receive 50% of the rental fee paid. If cancellation of event is made 3 days or less prior to the event, LESSEE, will forfeit the entire rental fee paid. _____(Initials)

14. RESTRICTIONS.

Field of Dreams

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- a. The Field shall not be rented to any individual or group that advocate unconstitutional or illegal acts or whose activities may be contrary to the best interests of the Town of Bluffton.
- b. The Town of Bluffton reserves the right to reject any rental application and/or to waive any or all charges as determined in the Town's best interest.

15. MISCELLANEOUS.

- a. **CANCELLATION OF RENTAL CONTRACT.** The Town of Bluffton reserves the right to cancel any rental contract in the case of facility abuse.
- b. **SMOKING.** Smoking is allowed, however proper disposal of smoking material is required.
- c. **PETS.** Pets are allowed on the Field and proper disposal of pet waste is required. Failure to do so will result in a deduction of \$100.00 per occurrence from the security deposit.
- d. **NOISE.** All scheduled events must comply with the noise limits as outlined in the Town of Bluffton Noise Ordinance.
- e. **TOWN OF BLUFFTON EMPLOYEES. LESSEE,** renter and guests shall not pay Town of Bluffton employees for any services provided.
- f. **ALCOHOL.** The sale of alcohol is prohibited at the Field unless proper documentation has been obtained and proper permits have been acquired. A security guard shall be required for the event, if alcohol is being served. This expense will be incurred by the Lessee.
- g. **Minors.** No alcohol shall be permitted at an event that is intended to be for persons underage.

- 16. LITIGATION.** In the event either party has to resort to litigation to protect or enforce its rights hereunder, the prevailing party shall be entitled to collect its reasonable attorney fees and costs.

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In signing this contract, **LESSEE** agrees to abide by all Town of Bluffton policies, rules and regulations governing the use of the Rotary Field. *(All policies, rules and regulations for renting the Field are at www.townofbluffton.sc.gov.)*

LESSEE Signature

Date

Town of Bluffton Representative

Date

Address_____

Phone_____
